
State: Arkansas **Filing Company:** Pacific Life Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life
Product Name: E12ASN
Project Name/Number: E12ASN/E12ASN

Filing at a Glance

Company: Pacific Life Insurance Company
Product Name: E12ASN
State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life
Sub-TOI: L09I.001 Single Life
Filing Type: Form
Date Submitted: 09/13/2012
SERFF Tr Num: PALD-128684666
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: E12ASN

Implementation: 11/16/2012
Date Requested:
Author(s): Jill Dease
Reviewer(s): Linda Bird (primary)
Disposition Date: 09/20/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life
Product Name: E12ASN
Project Name/Number: E12ASN/E12ASN

Filing Company: Pacific Life Insurance Company

General Information

Project Name: E12ASN
Project Number: E12ASN
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Deemer Date:
Submitted By: Jill Dease

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 09/20/2012
State Status Changed: 09/20/2012
Created By: Jill Dease
Corresponding Filing Tracking Number: E12ASN

Filing Description:

September 10, 2011 NAIC # 00067466
FEIN # 95-1079000

RE: E12ASN, Endorsement

We are submitting the above referenced individual (non-group) life insurance form in final print for your approval. The endorsement is a new form, which does not replace any previously approved form. Endorsement form E12ASN is intended to be attached to policy form P11PPC, a flexible premium universal life policy that was approved by your state on 10/31/2011. This endorsement revises the Assignment provision in the contract to indicate that the policy may not be assigned. This change ensures that the tax benefits of Long Term Care, which would otherwise be lost upon assignment, are retained.

The following pertain to this submission:

- The target release is 11/16/2012.
- The forms will be attached to all policy forms P11PPC issued on or after the release date.
- A Readability Certification is included in this filing.
- A Statement of Variability is included in this filing.
- A filing fee is submitted via electronic funds transfer.
- A Statement of Intent and Certification form are attached in this SERFF filing.

To the best of my knowledge and belief this filing complies with the rules and regulations of your state.

If you would like to discuss any aspect of this filing, please feel free to contact me at (800) 800-6416, extension 7081.

Sincerely,

Jill Dease
Senior Compliance Analyst

Company and Contact

Filing Contact Information

Jill Dease, Compliance Analyst
45 Enterprise Drive
Aliso Viejo, CA 92656

Jill.Klinger@pacificlife.com
949-420-7081 [Phone]
949-420-7424 [FAX]

SERFF Tracking #: PALD-128684666

State Tracking #:

Company Tracking #: E12ASN

State: Arkansas

Filing Company: Pacific Life Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: E12ASN

Project Name/Number: E12ASN/E12ASN

Filing Company Information

Pacific Life Insurance Company

CoCode: 67466

State of Domicile: Nebraska

45 Enterprise Drive

Group Code: 709

Company Type:

Aliso Viejo, CA 92656

Group Name:

State ID Number:

(949) 420-7080 ext. [Phone]

FEIN Number: 95-1079000

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

Company

Amount

Date Processed

Transaction

Pacific Life Insurance Company

\$50.00

09/13/2012

62662701

SERFF Tracking #:	PALD-128684666	State Tracking #:		Company Tracking #:	E12ASN
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life				
Product Name:	E12ASN				
Project Name/Number:	E12ASN/E12ASN				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/20/2012	09/20/2012

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life		
Product Name:	E12ASN		
Project Name/Number:	E12ASN/E12ASN		

Disposition

Disposition Date: 09/20/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Form	Endorsement		Yes

State:	Arkansas	Filing Company:	Pacific Life Insurance Company
TOI/Sub-TOI:	L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life		
Product Name:	E12ASN		
Project Name/Number:	E12ASN/E12ASN		

Form Schedule

Lead Form Number: E12ASN							
Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		E12ASN	POLA	Endorsement	Initial:	53.300	E12ASN.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

Insured: [Jane Doe]

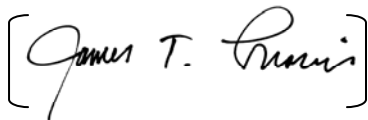
Policy Number: [LTC9999990]

ENDORSEMENT

This endorsement amends the Assignment provision of the policy to which it is attached ("Policy").

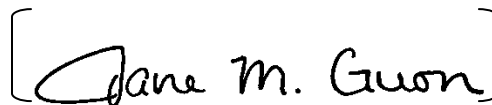
Assignment – Pursuant to Section 7702B of the Code, a policy providing qualified long-term care insurance benefits may not provide for a cash surrender value or other money that can be paid, assigned, or pledged as collateral for a loan. Accordingly, this policy may not be assigned.

Signed for Pacific Life Insurance Company,



Chairman and Chief Executive Officer

[www.PacificLife.com]



Secretary

[(800) 347-7787]

SERFF Tracking #:	PALD-128684666	State Tracking #:		Company Tracking #:	E12ASN
State:	Arkansas	Filing Company:	Pacific Life Insurance Company		
TOI/Sub-TOI:	L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life				
Product Name:	E12ASN				
Project Name/Number:	E12ASN/E12ASN				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Certification.pdf			
AR Reg 19 Cert of Compliance.pdf			
AR Reg 34 Cert of Compliance.pdf			
Cert. of Compliance EI Disclosure & Advertising.pdf			
AR1GuarAssocNote.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Application A11PPC was approved in this state on 10/31/2011		

READABILITY CERTIFICATION

Form Filing for: **Pacific Life Insurance Company**

Policy Form Number(s): E12ASN

Form Name(s): Endorsement

Flesch Score(s): 53.3

(Flesch test was made for entire form, not for selected samples.)

Test type: 10 point

I certify that in my judgment this filing is:

- READABLE (simple sentence structure – shortness of sentences – use of common words – avoidance of legal and technical terms to greatest possible extent and defining of those terms which cannot be avoided – minimum of cross-references).
- LEGIBLE (ample type size for text with contrasting type for headings and subheadings – ample space between lines – ample white space in margins and between section – ample ink-to-paper contrast).
- IN LOGICAL ORDER AND FORMAT (table of contents or index included – sections and subsections self-contained and arranged in logical flow – extensive use of headings and subheadings to facilitate location of particular items – outline form used where desirable for clarity).

I believe this filing:

- Meets or exceeds the requirements of the policy readability legislation already enacted in numerous states; and
- Meets or exceeds the requirements of the NAIC Model Bill on language simplification.

Signed for the Company at Newport Beach, California on

September 10, 2012



SIGNATURE

THOMAS C. BILELLO

NAME

VICE PRESIDENT

TITLE

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive, Newport Beach, California 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: E12ASN _____

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 19, as well as the other laws and regulations of the State of Arkansas.

Signed for the Company at Newport Beach, California on September 13, 2012

SIGNATURE

THOMAS C. BILELLO

NAME

VICE PRESIDENT

TITLE

Contact Person:

Jill Klinger-Dease
Compliance Analyst, Product Compliance, 800-800-6416, extension 3618

(Arkansas)

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive, Newport Beach, California 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: E12ASN

I hereby certify that to the best of my knowledge and belief, the above forms and their submission comply with Regulation 34, as well as the other laws and regulations of the State of Arkansas.

Signed for the Company at Newport Beach, California on September 13, 2012

SIGNATURE

Thomas C. Bilello

NAME

VICE PRESIDENT

TITLE

Contact Person:

Jill Klinger Dease
Compliance Analyst, Product Compliance, 800-800-6416, extension 3618

(Arkansas)

PACIFIC LIFE INSURANCE COMPANY
45 Enterprise · Aliso Viejo · CA · 92656

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

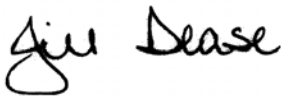
RE: Endorsement

As required by the "DISCLOSURE AND ADVERTISING" section of the External Indexed Contract Guidelines, I certify that:

- *"The contract summary disclosure provides the following:*
 - *a simplified explanation of the key elements of the contract;*
 - *appropriate examples showing the method of calculating the index credit (any examples that use values other than guaranteed values must be identified as hypothetical values that do not attempt to predict actual future values);*
 - *prominent display of any surrender charges;*
 - *prominent display of any limitation, restriction , penalty or charge for transfers during a term;*
 - *a statement emphasizing the insurance nature of the contract and that the contract is not a variable contract or other type of investment contract."*
- *"The contract summary disclosure has been reviewed to assure that it is in no way deceptive, confusing, or misleading and contains at least the items detailed above."*

Signed for the Company at Aliso Viejo, California on

9/13/2012



SIGNATURE

Jill Dease

NAME

Senior Compliance Analyst, Product Compliance,
Life Division

TITLE

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety net is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.